

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

November 13, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO

FILED

NOV 13 '02

2-48 PM

SURFACE TRANSPORTATION BOARD

Re: Amtrak Trust 2000-F

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak 2000-F), dated as of November 13, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed documents are:

Federal Railroad Administration
1120 Vermont Avenue
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue NE
Washington, DC 20002

Wilmington Trust Company
Rodney Square North
1100 North Market
Wilmington, DE19891

Mr. Vernon A. Williams
November 13, 2002
Page Two

A description of the railroad equipment covered by the enclosed document is:

Amtrak unit number 43357 is replaced by unit number 43351

A short summary of the document to appear in the index follows:

Termination and Release of Lien by the FRA .

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anr
Enclosures

**TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 2000-F)**

THIS TERMINATION AND RELEASE OF LIEN dated as of November 13, 2002 (this "Agreement"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "Administrator"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "Secretary"), the National Railroad Passenger Corporation ("Amtrak") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Trustee (the "Trustee").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "FRA Security Agreement"), Amtrak granted to the Administrator a security interest in certain rolling stock owned by Amtrak, including the railcar bearing Amtrak Equipment Number 43351 as more completely described on Schedule 1 attached hereto (the "Replacement Unit"), as well as other rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement dated as of August 1, 2000, among Amtrak, as lessee, The Fifth Third Leasing Company, as Equity Investor ("Equity Investor"), AME Investments, LLC as lender ("Lender"), and Trustee, as modified, amended, and supplemented to the date hereof (the "Participation Agreement"), Amtrak sold, transferred, and assigned to Trustee all of Amtrak's right, title and interest in the Units, as defined therein, including the Unit bearing Amtrak Equipment Number 43357 (the "Replaced Unit"), and Amtrak leased such Units from Trustee pursuant to that certain Lease of Railroad Equipment, dated as of August 1, 2000, between Amtrak and Trustee, as modified, amended, and supplemented or otherwise modified to the date hereof (the "Lease");

WHEREAS, the Replaced Unit has been damaged by fire beyond economical repair;

WHEREAS, Trustee desires to substitute under the Lease and the Loan and Security Agreement (Amtrak Trust 2000-F) dated as of August 1, 2000 between Trustee and Lender (the "Loan Agreement") the Replaced Unit with the Replacement Unit;

WHEREAS, it is a condition to Equity Investor's, Trustee's, and Lender's agreement to permit such substitution that, among other things, title to the Replacement Unit be transferred from Amtrak to Trustee free and clear of any and all Liens (other than Permitted Liens) (including, without limitation, the Administrator's Lien under the FRA Security Agreement);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Termination and Release

RECORDATION NO.

6690- VVVVVVVVVV

FILED

NY #472913 v3

NOV 13 '02

2-48 PM

SURFACE TRANSPORTATION BOARD

1. All right, title and interest of the Administrator in and to the Replacement Unit is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal, valid and binding obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he/she has full authority to terminate and release all of its right, title and interest in and to the Replacement Unit.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. The parties hereby agree that Equity Investor and Lender (and each of their respective successors and assigns) are third party beneficiaries of this Agreement.

8. The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.

9. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

10. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: 
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein *DS*
Name:
Title:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee

By: _____
Name:
Title:

Termination and Release

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties
hereto have executed this Agreement.

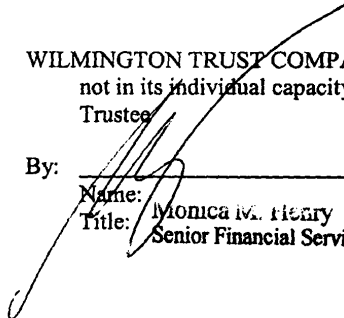
FEDERAL RAILROAD ADMINISTRATION

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Name:
Title:

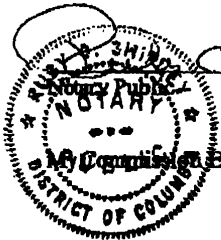
WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Trustee

By: _____
Name: 
Title: Monica M. Henry
Senior Financial Services Officer

DISTRICT OF COLUMBIA

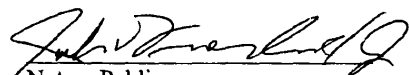
)
) ss
)

On this 12th day of November, 2002, before me personally appeared Allan Rutter, to me personally known, who being by me duly sworn, says that he/she is the Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.



DISTRICT OF COLUMBIA)
) ss.:
)

On this 5th day of November, 2002, before me personally appeared
Dale M. Stein, to me personally known, who being by me
duly sworn, says that he/she is the Treasurer of NATIONAL RAILROAD
PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation
by authority of its Board of Directors, and he/she acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 02/19/05

Termination and Release

STATE OF DELAWARE)
) ss.:
COUNTY OF NEW CASTLE)

On this 5th day of November, 2002, before me personally appeared MONTA M. HENRY, to me personally known, who being by me duly sworn, says that he/she is the SENIOR FINANCIAL SERVICES OFFICER of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.


Notary Public

SUSANNE M. GULA
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 21, 2003

Termination and Release

SCHEDULE 1 TO
TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNIT

<u>Equipment Type</u>	<u>Amtrak Equipment Number</u>
One (1) Amfleet I Food Service Unit	43351

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

Nov 13, 2002



Robert W. Alvord